BILL NO. S-81-07-19

SPECIAL ORDINANCE NO. S-167-81

AN ORDINANCE approving a contract for Curb and Sidewalk Improvements Resolution No. 5903-81, between the City of Fort Wayne, Indiana, and Hipskind Concrete Corporation for installation of new curbs and sidewalks and underground street lighting.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That a certain contract dated June 17, 1981, between the City of Fort Wayne, Indiana, by and through its Mayor and the Board of Public Works and Hipskind Concrete Corporation for:

installation of new curbs and sidewalks in the Northwest Central Neighborhood Phase V area, also known as:

(1) Second Street - the North and South sides from Clark on the West to alley West of Wells Street;

(2) High Street - the North and South sides from Barthold on the West to alley West of Wells Street

Also the installation of underground ornamental street lighting system on the South side of High Street from Barthold on the West to the alley West of Wells Street,

under Board of Public Works Curb and Sidewalk Improvement Resolution No. 5903-81, at a total cost of $55,780.00, all as more particularly set forth in said contract which is on file in the Office of the Board of Public Works and is by reference incorporated herein and made a part hereof, be and the same is in all things hereby ratified, confirmed and approved.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Samuel J. Talarico
COUNCILMAN

APPROVED AS TO FORM AND LEGALITY JULY 10, 1981.

Bruce O. Boxberger
BRUCE O. BOXBERGER, CITY ATTORNEY

Read the first time in full and on motion by Talarico, seconded by Stier, and duly adopted, read the second time by title and referred to the Committee Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on ______, the ______ day of ______, 19___, at ______ o'clock ___ M., E.S.T.

DATE: 7-14-81

Charles W. Westerman
CHARLES W. WESTERMAN
CITY CLERK

Read the third time in full and on motion by Talarico, seconded by Stier, and duly adopted, placed on its passage. PASSED (LOST) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	9	0			
BURNS	X				
EISBART	X				
GiaQUINTA	X				
NUCKOLS	X				
SCHMIDT, D.	X				
SCHMIDT, V.	X				
SCHOMBURG	X				
STIER	X				
TALARICO	X				

DATE: 7-28-81

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL) (APPROPRIATION) ORDINANCE (RESOLUTION) No. S-167-81 on the 28-th day of July, 1981.

ATTEST: (SEAL)

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

John Nuckols
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 29-th day of July, 1981, at the hour of 1:00 o'clock P. M., E.S.T.

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Approved and signed by me this 3rd day of August 1981, at the hour of 11 o'clock A M., E.S.T.

Win Moses Jr.
WINFIELD C. MOSES, JR.
MAYOR

BILL NO. S-81-07-19

REPORT OF THE COMMITTEE ON PUBLIC WORKS

WE, YOUR COMMITTEE ON Public Works TO WHOM WAS REFERRED AN ORDINANCE approving a contract for Curb and Sidewalk Improvement Resolution No. 5903-81, between the City of Fort Wayne, Indiana, and Hipskind Concrete Corporation for installation of new curbs and sidewalks and underground street lighting

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE Do PASS.

SAMUEL J. TALARICO, CHAIRMAN	Samuel J. Talarico
PAUL M. BURNS, VICE CHAIRMAN	Paul M. Burns
JAMES S. STIER	Jim Stier
MARK E. GiaQUINTA	Mark E. GiaQuinta
DONALD J. SCHMIDT	DJS

CONCURRED IN

DATE 7/28/81 CHARLES W. WESTERMAN, CITY CLERK

THE CITY OF FORT WAYNE

CITY-COUNTY BUILDING • ONE MAIN STREET • FORT WAYNE, INDIANA 46802

board of public works

June 2, 1981

The Common Council
Fort Wayne, Indiana

SUBJECT: CURBS AND SIDEWALKS RESOLUTION #5903-81, NORTHWEST CENTRAL NEIGHBORHOOD, PHASE V.

Gentlemen and Mrs. Schmidt:

Contract for Resolution No. 5903-81, to improve curbs and sidewalks along the Northwest Central Neighborhood, Phase V, has been awarded to Hipskind Concrete Corporation. The streets included are Second Street, High Street, also, by installing underground ornamental street lighting system on the south side of High Street from Barthold on the west to the alley west of Wells Street.

Because of the construction season schedule, the Board of Public Works respectfully requests "Prior Approval". Special Ordinance for formal approval will be submitted in the near future.

Yours truly,

BOARD OF PUBLIC WORKS

MARK L. AKERS, CHAIRMAN

CITY OF FORT WAYNE

WIN MOSES, JR., MAYOR

sa

approved:

Vivian G. Schmidt

ATTEST: Charles W. Westerman

AN EQUAL OPPORTUNITY EMPLOYER

Orig. Council 7/14/81

CITY PAID
SUBJECT TO COUNCILMANIC APPROVAL
PRELIMINARY MEETING ____________
RATIFICATION ____________

CONTRACT

70-213-18 6/17/81

This Agreement, made and entered into this 17 day of June, 19 81

by and between ---------------- HIPSKIND CONCRETE CORPORATION ---------------------

----------------- 3322 REED, FORT WAYNE, INDIANA 46815 ---------------------------

hereinafter called "Contractor" and the City of Fort Wayne, Indiana, a municipal corporation, hereinafter called "City," under and by virtue of an act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations," approved March 6, 1905, and all amendatory and supplementary acts thereto, WITNESSETH: That the Contractor covenants and agrees to im- Resolution No. 5903-81
prove the NORTHWEST CENTRAL NEIGHBORHOOD, PHASE V, by constructing curbs and sidewalks, as follows:

(1) Second Street - the north and south sides from Clark on the west to alley west of Wells Street.

(2) High Street - the north and south sides from Barthold on the west to alley ~~west of Wells Street. Also, by installing underground ornamental street~~ lighting system on the south side of High Street from Barthold on the west to the alley west of Wells Street.

by grading and paving the roadway to a width of XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

upon a foundation and with curbing as fully set out in the specifications hereinafter referred to, in a good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improvement Resolution No. 5903-81 attached hereto and by reference made a part hereof. XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

At the following prices:

Concrete Removal	Two dollars and fifty cents per square yard	2.50
Curb Removal	One dollar and no cents per lineal foot	1.00
Type III Curb	Five dollars and fifty cents per lineal foot	5.50
4" Walk	One dollar and forty-five cents per square foot	1.45
Wingwalk w/Ramps	One dollar and eighty-five cents per square foot	1.85
8" Concrete Driveway	Eighteen dollars and fifty cents per square yard	18.50
6" Concrete Driveway	Sixteen dollars and twenty cents per square yard	16.20
4" Curbface Walk (6')	One dollar and seventy cents per square foot	1.70
Backfill for Seed	Two dollars and fifty cents per ton	2.50
Seed & Fertilizer	No dollars and fifty cents per square yard	0.50
Type "O" Compacted Aggregate	Five dollars and seventy-five cents per ton	5.75
Remove & Replace Catch Basin	Nine hundred dollars and no cents per each	900.00

*** STREET LIGHTING ***

Install 12' Pedestal Pole	Thirty-four dollars and no cents per each	34.00
Install TC 100 R Luminaire & Lamp	Twenty-seven dollars and fifty cents per each	27.50
Trench in Earth - 20" Deep	One dollar and no cents per lineal foot	1.00
Install 1.5' x 1.5' x 4.0' Concrete Foundation with Anchor Bolts and Ground Rod	One hundred and ninety dollars and no cents per each	190.00

sidewalks, as follows:

(1) Second Street - the north and south sides from Clark on the west to alley west of Wells Street.

(2) High Street - the north and south sides from Barthold on the west to alley ~~west of Wells Street. Also, by installing underground ornamental street~~ lighting system on the south side of High Street from Barthold on the west to the alley west of Wells Street.

by grading and paving the roadway to a width of XXXXXXXXXXXXX~~feet with~~XXXXXXXXXXXXXXXXXXXXXXX

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

upon a foundation and with curbing as fully set out in the specifications hereinafter referred to, in a good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improvement Resolution No. 5903-81 attached hereto and by reference made a part hereof. ~~and at the following price per lineal foot:~~

At the following prices:

Concrete Removal	Two dollars and fifty cents per square yard	2.50
Curb Removal	One dollar and no cents per lineal foot	1.00
Type III Curb	Five dollars and fifty cents per lineal foot	5.50
4" Walk	One dollar and forty-five cents per square foot	1.45
Wingwalk w/Ramps	One dollar and eighty-five cents per square foot	1.85
8" Concrete Driveway	Eighteen dollars and fifty cents per square yard	18.50
6" Concrete Driveway	Sixteen dollars and twenty cents per square yard	16.20
4" Curbface Walk (6')	One dollar and seventy cents per square foot	1.70
Backfill for Seed	Two dollars and fifty cents per ton	2.50
Seed & Fertilizer	No dollars and fifty cents per square yard	0.50
Type "O" Compacted Aggregate	Five dollars and seventy-five cents per ton	5.75
Remove & Replace Catch Basin	Nine hundred dollars and no cents per each	900.00

*** STREET LIGHTING ***

Install 12' Pedestal Pole	Thirty-four dollars and no cents per each	34.00
Install TC 100 R Luminaire & Lamp	Twenty-seven dollars and fifty cents per each	27.50
Trench in Earth - 20" Deep	One dollar and no cents per lineal foot	1.00
Install 1.5' x 1.5' x 4.0' Concrete Foundation with Anchor Bolts and Ground Rod	One hundred and ninety dollars and no cents per each	190.00
Install 2/C and/or 1/C #4 Aluminum Wire in Trench or Conduit	No dollars and thirty cents per lineal foot	0.30
Install 1" p.v.c. Tubing in Trench	No dollars and forty cents per lineal foot	0.40
Install 10' Riser Section	Thirty-eight dollars and no cents per each	38.00
Total	Fifty-five thousand, seven hundred and eighty dollars and no cents	$55,780.00

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana that he has complied with Sections 5, 68, 69 of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, page 545, being I.C. 22-3-2-1 et. seq.).

A copy of General Ordinance No. G-34-78 (as amended) concerning discriminating in employment under municipal contracts, is attached and incorporated herein by reference.

The Contractor hereby expressly agrees to perform all the work in the prosecution of the above described improvement according to the terms and conditions of Improvement Resolution No. 5903-81 the plans, profiles, specifications and the contractor's bid therefor on file in the office of the Department of Public Works of said City, which said resolution, profile, plans and specifications are made a part of this contract as fully and effectually as if copied herein at full length, (copies of which are attached hereto).

It is hereby agreed that no assignment of this contract shall be made without the written consent of the City; said Contractor hereby covenants and agrees that said improvement shall be finally and in all respects completed on or before August 30, 1981 and the Contractor agrees to pay and give to the City, as liquidated damages, the sum of $25.00 for each and every day after said date, 19__ until said work is finally completed and ready for acceptance by the City. It being also understood that in event of any conflict between this contract and the specifications, that the former shall be considered to contain the intention of the parties hereto.

It is further agreed by and between said parties, that the acceptance of the work provided for in this contract, or the payment therefor, for the whole or a part, shall not constitute a waiver on the part of the City of any of the provisions of the contract, nor shall it release said Contractor, or the sureties upon its bond for the faithful performance thereof, nor shall the acceptance be even prima facie evidence of the performance of any provisions of such contract except to the extent of entitling said Contractor to receive the price therefor. It is further understood that the failure of the City to exercise its right of inspection or rejection of material and work, or the exercise of such right shall not in any sense be considered an acceptance of any part of said work or material.

The Contractor further contracts and agrees that in the prosecution of said work all proper skill and care will be exercised, that said party will properly and fully guard all excavations and dangerous places, and will use all due and proper precautions to prevent injury to any property, person and persons, what or whomsoever. That for and during the period of the making of such improvement, and the period for which the same is to be maintained and kept in repair by the Contractor, the City shall be saved harmless from any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of the said Contractor, its agents or employees, in the execution of this contract or any matter connected therewith or related thereto and to pay any judgment with costs which may be obtained against said City, growing out of any such injury or damage.

To each of the conditions and stipulations in this contract, the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties hereunto set our hands this 15th day of June, 1981

ATTEST:

Janice M. Hipskind
Corporate Secretary

HIPSKIND CONCRETE CORPORATION
BY: Patrick D Hipskind
ITS: Pres.
Contractor, Party of the First Part.

City of Fort Wayne, By and Through:

Betty R. Collins
[signature]

Its Board of Public Works and Mayor.

ATTEST:

Sandra E Kennedy
Secretary and Clerk

Approved as to form + legality:

[signature]
ASSOCIATE CITY ATTORNEY

BILL NO. G-78-10-41 (as amended)

GENERAL ORDINANCE NO: G-34-78 (as amended)

AN ORDINANCE amending Chapter 15 of the Code of the City of Fort Wayne, Indiana of 1974.

BE IT ENACTED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That Section 15-13 "Employment under Municipal Contract," Article III, Chapter 15 of the Code of the City of Fort Wayne, Indiana of 1974 is amended to be and read as follows, to wit:

"Sec. 15-13 Same - Under Municipal Contract.

15-13-1 Definitions. As used in this Section, the following words have these meanings:

a. The terms "Discriminates," "discriminating," "discriminatory" mean and include:

(1) to promote segregation or separation in any manner, to treat any person differently, or to exclude from or fail or refuse to extend to any person equal opportunities with respect to hiring, termination, compensation, or other terms, conditions or privileges of employment, because of the race, religion, sex, color, national origin or handicap of any such person;

(2) also, to fail to make reasonable accommodation to the known physical or mental limitations of an otherwise qualified handicapped employee;

(3) also, to fail to make reasonable accommodation to the religious observance or practice of any employee or prospective employee unless the employer can demonstrate that the accommodation would impose an undue hardship on the conduct of the employer's business;

(4) also, to make, print or publish, or cause to be made, printed or published any notice, statement, or advertisement with respect to employment that indicates a preference, limitation, specification or discrimination based on race, sex, religion, color, national origin, or handicap;

(5) the following practices are not included in the meaning of "discrimination":

(a) for any not-for-profit association, incorporated or otherwise, organized exclusively for fraternal or religious purposes, to devote its resources to its own religion or denomination, or to give employment preference to its own members,

(b) for any not-for-profit association, incorporated or otherwise, established for the purpose of offering or providing education, training or other social services and benefits to handicapped persons, to devote its resources to such handicapped persons with respect to such education, training or social services and benefits.

b. The term "handicap" means and includes:

(1) any physical or mental impairment which substantially limits one or more of a person's major life activities; or

(2) a record of such an impairment, and includes,

(3) a person who is regarded as having such an impairment; provided that,

(4) this term does not include drug or alcohol abuse or addiction.

c. The term "obstruct" means and includes the actions of any person knowingly obstructing the fair and lawful enforcement of this Article of this Chapter by coercing or intimidating any complainant or prospective complainant, or any witness to any act of discrimination as defined herein, after such person has received actual notice of a discrimination charge or has been served notice of a complaint filed.

d. The term "retaliate" means and includes the actions of any person in discriminating against any other person with regard to, or denying any other person access to or opportunities in employment, because any such other person has opposed any practice made unlawful by this Article of this Chapter, or because such other person has made a charge, testified, assisted or participated in any manner in an investigation, proceeding, or hearing under this Article of this Chapter.

<u>15-13-2 Mandatory Covenants</u>. Every contract for or on behalf of the City of Fort Wayne for the construction, alteration or repair of any public building or public work or the performance of any other work or service shall contain provisions by which the contractor agrees, as follows:

a. That in the performance of work under such contract or any subcontract thereunder, the contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, will not discriminate against any person who is qualified and available to perform the work to which the employment relates.

b. That such contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor will not obstruct the enforcement of this Article of this Chapter.

c. That such contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor will not retaliate against any person.

15-13-3 Enforcement. Enforcement of this Article of this Chapter shall be through order of the Board of Public Works, in the following manner:

a. Whenever any member of the Board of Public Works, or whenever the Affirmative Action Officer who is assigned to help watch over public contracts has reason to believe that any of the provisions hereof have been violated, the matter may be referred to the Metropolitan Human Relations Commission for investigation and initiation of discrimination charges against the contractor or subcontractor. Cases over which the Commission has no jurisdiction shall be investigated by said Affirmative Action Officer.

b. A final order of the Metropolitan Human Relations Commission shall be forwarded to the Board of Public Works, which may invoke one of the remedies set forth in Sub Section 15-13-4 hereof. If it is a matter over which the Metropolitan Human Relations Commission has no jurisdiction, the Board of Public Works shall conduct a hearing to determine whether there has been a breach of this Article of this Chapter. In so doing, the Board may call upon the Commission for consultation.

15-13-4 Remedies. Upon finding that a contractor or sub-contractor or any person acting on behalf of such contractor or subcontractor has violated a provision or provisions of this Article of this Chapter, whether discriminating, obstructing, retaliating, or otherwise, the Board of Works may:

a. Deduct from the amount payable to the contractor by the City of Fort Wayne under such contract a penalty of no less than ten dollars ($10.00) per day, per violation, nor more than one thousand dollars ($1,000.00) per day, per violation. Each day on which a continuing violation exists, shall be deemed a separate offense; or,

b. The Board of Works may cancel or terminate the contract, and all money due or to become due thereunder may be forfeited, for a second or any subsequent violation of this article of this Chapter.

SECTION 2. That Chapter 15, Article III, of the Code of the City of Fort Wayne, Indiana of 1974 is further amened by adding thereto a new section 15-13A, which shall be and read as follows, to wit:

"Sec. 15-13A. A verbatim copy of Sec. 15-13 may be attached as an exhibit to and incorporated in and made a part of any contract made by or on behalf of the City of Fort Wayne, Indiana for any public work; which shall constitute compliance with Sec. 15-13-2."

Form 1929

Improvement Resolution

FOR CURB ~~AND~~ SIDEWALK,
STREET LIGHTING

No. 5903 - 1981

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA,

That it is deemed necessary to improve by constructing curbs and sidewalks in NORTHWEST CENTRAL NEIGHBORHOOD, PHASE V, as follows:

(1) Second St., the north and south sides from Clark on the west to alley west of Wells St.

(2) High St., the north and south sides from Barthold on the west to alley west of Wells St.

ALSO, by installing underground ornamental street lighting system on the south side of High Street from Barthold on the west to the alley west of Wells St.

all in accordance with the profile, detail-drawing and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid by Community Development & Planning.

Adopted, this ________ *day of* ________

ATTEST: ________
Secretary & Clerk

BOARD OF PUBLIC WORKS: ________

PERFORMANCE AND GUARANTEE BOND

KNOW ALL MEN BY THESE PRESENTS, that we HIPSKIND CONCRETE CORPORATION as Principal, and the ____, a corporation organized under the laws of the State of __________________, and duly authorized to transact business in the State of Indiana, as Surety, are held firmly bound unto the City of Fort Wayne, Indiana, an Indiana Municipal Corporation in the sum of FIFTY-FIVE THOUSAND, SEVEN HUNDRED AND EIGHTY DOLLARS AND NO CENTS ------------------------------------ ($ 55,780.00------------), for the payment whereof well and truly to be made, the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. The condition of the above obligation is such that

WHEREAS, the Principal did on the ______ day of __________________, 19____, enter into a contract with the City of Fort Wayne to construct

Resolution No. 5903-81.

curbs and sidewalks, as follows in the NORTHWEST CENTRAL NEIGHBORHOOD, PHASE V:

(1) Second Street - the north and south sides from Clark on the west to alley west of Wells Street.

(2) High Street - the north and south sides from Barthold on the west to alley west of Wells Street. Also, by installing underground ornamental street lighting system on the south side of High Street from Barthold on the west to the alley west of Wells Street.

at a cost of $ 55,780.00--------- , according to certain plans and specifications prepared by or approved by the City.

WHEREAS, the grant of authority by City to so construct such improvement provides:

1. That said improvement shall be completed according to said plans and specifications, and contractor shall warrant and guarantee all work, material, and conditions of the improvement for a period of three (3) years from the date of final acceptance in writing by the Owner;
2. There shall be filed with the City, within thirty (30) days after completion, a Completion Affidavit;
3. Said Principal is required to agree to make such adjustments, modifications, and repairs as required by the City within thirty (30) days after notice.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications.

NOW THEREFORE, if the principal shall faithfully perform all of the terms and conditions required of it by the contract and shall for three (3) years after acceptance of said improvement by City warrant and guarantee said improvement and shall indemnify the City for all loss that City may sustain by reason of the Principal's failure to comply with any of the terms of the authorization, then this obligation shall be void, otherwise it shall remain in full force and effect.

HIPSKIND CONCRETE CORPORATION
(Contractor)

BY: David D Hipskind

ITS: Pres.

ATTEST:

Janice M Hipskind

Secr.
(Title)

TRINITY UNIVERSAL INSURANCE COMPANY
Surety

*BY: Jeueme Ward
Authorized Agent
(Attorney-in-Fact)

*If signed by an agent, power of attorney must be attached

ATTACH POWER OF ATTORNEY

The Trinity Companies

Dallas, Texas 75201

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That TRINITY UNIVERSAL INSURANCE COMPANY and SECURITY NATIONAL INSURANCE COMPANY, each a Texas Corporation and TRINITY UNIVERSAL INSURANCE COMPANY OF KANSAS, INC., a Kansas Corporation do hereby appoint

TERRENCE J. WARD - FORT WAYNE, INDIANA

its true and lawful Attorney(s)-in-Fact, with full authority to execute on its behalf fidelity and surety bonds or undertakings and other documents of a similar character issued in the course of its business, and to bind the respective company thereby.

EXCEPT NO AUTHORITY IS GRANTED FOR:

1. Open Penalty bonds.
2. Bonds where Attorney(s)-in-Fact appear as a party at interest.

IN WITNESS WHEREOF, TRINITY UNIVERSAL INSURANCE COMPANY, SECURITY NATIONAL INSURANCE COMPANY and TRINITY UNIVERSAL INSURANCE COMPANY OF KANSAS, INC., have each executed and attested these presents

this 3rd day of JUNE, 19 77.

Judy Fagan
JUDY FAGAN, ASST. SECRETARY

A. J. Tyler
A. J. TYLER, PRESIDENT

AUTHORITY FOR POWER OF ATTORNEY

That TRINITY UNIVERSAL INSURANCE COMPANY and SECURITY NATIONAL INSURANCE COMPANY, each a Texas Corporation and TRINITY UNIVERSAL INSURANCE COMPANY OF KANSAS, INC., a Kansas Corporation, in pursuance of authority granted by that certain resolution adopted by their respective Board of Directors on the 1st day of March, 1976 and of which the following is a true, full, and complete copy:

"RESOLVED, That the President, any Vice-President, or any Secretary of each of these Companies be and they are hereby authorized and empowered to make, execute, and deliver in behalf of these Companies unto such person or persons residing within the United States of America, as they may select, its Power of Attorney constituting and appointing each such person its Attorney-in-Fact, with full power and authority to make, execute and deliver, for it, in its name and in its behalf, as surety, any particular bond or undertaking that may be required in the specified territory, under such limitations and restrictions, both as to nature of such bonds or undertaking and as to limits of liability to be undertaken by these Companies, as said Officers may deem proper, the nature of such bonds or undertakings and the limits of liability to which such Powers of Attorney may be restricted, to be in each instance specified in such Power of Attorney.

RESOLVED, That any and all Attorneys-in-Fact and Officers of the Companies, including Assistant Secretaries, whether or not the Secretary is absent, be and are hereby authorized and empowered to certify or verify copies of the By-Laws of these Companies as well as any resolution of the Directors, having to do with the execution of bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, or with regard to the powers of any of the officers of these Companies or of Attorneys-in-Fact.

RESOLVED, That the signature of any of the persons described in the foregoing resolution may be facsimile signatures as fixed or reproduced by any form of typing, printing, stamping or other reproduction of the names of the persons hereinabove authorized."

CERTIFICATION OF POWER ATTORNEY

I, Judy Fagan, Asst. Secretary of **TRINITY UNIVERSAL INSURANCE COMPANY, SECURITY NATIONAL INSURANCE COMPANY** and **TRINITY UNIVERSAL INSURANCE COMPANY OF KANSAS, INC. do hereby certify** that the foregoing Resolution of the Boards of Directors of these Corporations, and the **Power Attorney** issued pursuant thereto, are **true and correct and are still in full force and effect.**

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of each Corporation

this 4 day of JUNE, 19 81.

SEAL SEAL SEAL

Judy Fagan
JUDY FAGAN, ASST. SECRETARY

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

---------------- HIPSKIND CONCRETE CORPORATION ------------------------------------

(Name of Contractor)

----------------- 3322 REED, FORT WAYNE, INDIANA 46815 ----------------------------

(Address)

a ______________________________________, hereinafter called Principal,
(Corporation, Partnership or Individual)

and ____
(Name of Surety)

and duly authorized to transact business in the State of Indiana, hereinafter called Surety, are held and firmly bound unto the City of Fort Wayne, an Indiana Municipal Corporation in the penal sum of FIFTY-FIVE THOUSAND, SEVEN HUNDRED AND EIGHTY DOLLARS AND NO CENTS -- for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the ________ day of ____________________, 19_____, for the construction of:

Resolution No. 5903-81

curbs and sidewalks, as follows, in the NORTHWEST CENTRAL NEIGHBORHOOD, PHASE V:

(1) Second Street - the north and south sides from Clark on the west to alley west of Wells Street.
(2) High Street - the north and south sides from Barthold on the west to alley west of Wells Street. Also, by installing underground ornamental street lighting system on the south side of High Street from Barthold on the west to the alley west of Wells Street.

at a cost of FIFTY-FIVE THOUSAND, SEVEN HUNDRED AND EIGHTY DOLLARS AND NO CENTS ---
($ 55,780.00---------------), all according to Fort Wayne Street Engineering Department plans and specifications.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and

WHEREAS, no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subconstructor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, this instrument is executed in ____________ counter-
(number)
parts, each one of which shall be deemed an original, this ______ day of ______________________, 1979.

(SEAL)

ATTEST:

Janice M. Hipskind
(Principal) Secretary

Witness as to Principal

(Address)

HIPSKIND CONCRETE CORPORATION
Principal
BY Patrick D Hipskind
Pres
(Title)

(Address)

TRINITY UNIVERSAL INSURANCE COMPANY
Surety
BY Terrence J. Wood
Attorney-in-Fact
(Authorized Agent)

(Address)

Witness as to Surety

(Address)

NOTE: Date of Bond must not be prior to date of Contract.
If Contractor is Partnership, all partners should execute bond.

ATTACH POWER OF ATTORNEY

The Trinity Companies

Dallas, Texas 75201

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That TRINITY UNIVERSAL INSURANCE COMPANY and SECURITY NATIONAL INSURANCE COMPANY, each a Texas Corporation and TRINITY UNIVERSAL INSURANCE COMPANY OF KANSAS, INC., a Kansas Corporation do hereby appoint

TERRENCE J. WARD - FORT WAYNE, INDIANA

its true and lawful Attorney(s)-in-Fact, with full authority to execute on its behalf fidelity and surety bonds or undertakings and other documents of a similar character issued in the course of its business, and to bind the respective company thereby.

EXCEPT NO AUTHORITY IS GRANTED FOR:

1. Open Penalty bonds.
2. Bonds where Attorney(s)-in-Fact appear as a party at interest.

IN WITNESS WHEREOF, TRINITY UNIVERSAL INSURANCE COMPANY, SECURITY NATIONAL INSURANCE COMPANY and TRINITY UNIVERSAL INSURANCE COMPANY OF KANSAS, INC., have each executed and attested these presents

this 3rd day of JUNE, 19 77.

JUDY FAGAN, ASST. SECRETARY — A. J. TYLER, PRESIDENT

AUTHORITY FOR POWER OF ATTORNEY

That TRINITY UNIVERSAL INSURANCE COMPANY and SECURITY NATIONAL INSURANCE COMPANY, each a Texas Corporation and TRINITY UNIVERSAL INSURANCE COMPANY OF KANSAS, INC., a Kansas Corporation, in pursuance of authority granted by that certain resolution adopted by their respective Board of Directors on the 1st day of March, 1976 and of which the following is a true, full, and complete copy:

"RESOLVED, That the President, any Vice-President, or any Secretary of each of these Companies be and they are hereby authorized and empowered to make, execute, and deliver in behalf of these Companies unto such person or persons residing within the United States of America, as they may select, its Power of Attorney constituting and appointing each such person its Attorney-in-Fact, with full power and authority to make, execute and deliver, for it, in its name and in its behalf, as surety, any particular bond or undertaking that may be required in the specified territory, under such limitations and restrictions, both as to nature of such bonds or undertaking and as to limits of liability to be undertaken by these Companies, as said Officers may deem proper, the nature of such bonds or undertakings and the limits of liability to which such Powers of Attorney may be restricted, to be in each instance specified in such Power of Attorney.

RESOLVED, That any and all Attorneys-in-Fact and Officers of the Companies, including Assistant Secretaries, whether or not the Secretary is absent, be and are hereby authorized and empowered to certify or verify copies of the By-Laws of these Companies as well as any resolution of the Directors, having to do with the execution of bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, or with regard to the powers of any of the officers of these Companies or of Attorneys-in-Fact.

RESOLVED, That the signature of any of the persons described in the foregoing resolution may be facsimile signatures as fixed or reproduced by any form of typing, printing, stamping or other reproduction of the names of the persons hereinabove authorized."

CERTIFICATION OF POWER ATTORNEY

I, Judy Fagan, Asst. Secretary of **TRINITY UNIVERSAL INSURANCE COMPANY, SECURITY NATIONAL INSURANCE COMPANY** and **TRINITY UNIVERSAL INSURANCE COMPANY OF KANSAS, INC. do hereby certify** that the foregoing Resolution of the Boards of Directors of these Corporations, and the Power **Attorney** issued pursuant thereto, are **true and correct and are still in full force and effect.**

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of each Corporation

this 4 day of JUNE, 19 81.

JUDY FAGAN, ASST. SECRETARY

IN RE:

WAGE SCALE

CODE: S-SKILLED
SS-SEMI SKILLED
US-UNSKILLED
IF-INDUSTRIAL FUND
PW-PER WEEK

We, the undersigned committee, being appointed to prepare a schedule of the prevailing wages to be paid in connection with, ALL CONSTRUCTION AND MAINTENANCE CONTRACTS BY THE BOARD OF WORKS, CITY OF FT. WAYNE, INDIANA, DURING THE MONTHS OF APRIL, MAY AND JUNE 1981.
in compliance with the provisions of CHAPTER # 319 of the acts of the GENERAL ASSEMBLY of INDIANA, 1935, have established a schedule as hereinafter set forth for the following trades to wit;

TRADES OR OCCUPATION		CLASS		RATE PER HR.	H&W	PEN	VAC	APP.	MISC.
ASBESTOS WORKER		S		15.00	.55	1.25			3¢ If
BOILERMAKER		S		16.00	1.37½	1.40		3¢	
BRICKLAYER		S		13.11	.67	.80		2¢	6 If
CARPENTER	(BUILDING)	S		12.30	.70	6%		2¢	4 if
	(HIGHWAY)	S		12.73	.80	.80		5¢	2 if
CEMENT MASON		S		11.85	.75	.80		2¢	
ELECTRICIAN		S		14.85	.55	3%+.70		6¢	15 if
ELEVATOR CONSTRUCTOR		S		13.53½	1.19½	.95	8%	3½¢	
GLAZIER		S		12.39		.25	.40	6¢	31¢holiday
IRON WORKER		S		14.20	1.00	1.60		4¢	25¢annuity 2 if
LABORER	(BUILDING)	S-SS US		9.35-10.35	.85	.75		9¢	
	(HIGHWAY)	S-US-	SS	9.75-10.60	1.00	.75		9¢	
	(SEWER)	S-US-	SS	9.75-10.60	1.00	.75		9¢	
LATHER		S		12.33		.80		1¢	3 if
MILLWRIGHT & PILEDRIVER		S		12.70	.70	6%		2¢	4 if
OPERATING ENGINEER	(BUILDING)	S-SS US		9.40-14.00	.75	.90		10¢	
	(HIGHWAY)	S-SS-	US	9.29-12.44	.75	.65		10¢	
	(SEWER)	S-SS-	US	9.29-12.44	.75	.65		10¢	
PAINTER		S		10.70-11.70	.60	1.00		12¢	6¢ misc.
PLASTERER		S		12.30	.60	.80			
PLUMBER & STEAMFITTER		S		15.12	.85	1.30		7¢	7¢ if
MOSAIC & TERRAZZO GRINDER		S		9.50-11.50					
ROOFER		S		12.90		.40			
SHEETMETAL WORKER		S		14.16	.92	1.01		15¢	48 sasmi 15 if
TEAMSTER	(BUILDING)	S-SS US		10.60½-11.55½	36.50pw	41.00pw			
	(HIGHWAY)	S-SS-	US	10.21-10.81	34.50pw	41.00pw			

If any CLASSIFICATIONS ARE OMITTED IN THE ABOVE SCHEDULE, THE PREVAILING WAGE SCALE SHALL BE PAID. The above and forgoing shall shall be the minimum prevailing wage scale for this project as set by the wage scale committee, but in no way shall it prevent the contractor or sub - contractor from paying a higher rate of wages than set out in the schedule of wages on file.

DATED THIS 1 DAY OF April, 1981

Sue Stone
REPRESENTING GOVERNOR, STATE OF INDIANA

Robert Anderson Stalter
REPRESENTING THE AWARDING AGENT.

Fred M. Rice
REPRESENTING STATE A.F.L. & C.I.O.

EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally

assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sactions for noncompliance: PROVIDED, HOWEVER, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

PROJECT Northwest Central Phase V

DATE 5-20-81 RES. NO. 5903-81 MATERIAL Concrete

OFFICE OF CITY ENGINEER
FORT WAYNE INDIANA

QUAN.	UNIT	STREETS—ALLEYS—SIDEWALKS MATERIAL	ESTIMATE	EXTENSION	Hipskind Concrete Corp. UNIT BID	TOTAL BID	L. W. Dailey, Inc UNIT BID	TOTAL BID	T&F Const. Corp. of Indiana UNIT BID	TOTAL BID	Moellering Const. Co. Inc. UNIT BID	TOTAL BID
2186	SY	Concrete Removal	3.50	7651.00	2.50	5465.00	3.50	7651.00	2.00	4372.00	2.10	4590.60
2317	LF	Curb Removal	1.50	3475.50	1.00	2317.00	1.50	3475.50	1.00	2317.00	1.00	2317.00
683	LF	Type III Curb	9.00	6,147.00	5.50	3756.50	8.00	5464.00	6.00	4,098.00	6.00	4,098.00
8532	SF	4" Walk	1.55	13,224.60	1.45	12,371.40	1.35	11,518.20	1.35	11,518.20	1.40	11,944.80
405	SF	Wingwalk w/ Ramps	2.15	870.75	1.85	749.25	1.75	708.75	1.75	708.75	1.85	749.25
100	SY	8" Concrete Drive	20.00	2,000.00	18.50	1850.00	19.00	1,900.00	18.00	1,800.00	18.30	1,830.00
100	SY	6" Concrete Drive	20.00	2,000.00	16.20	1,620.00	18.00	1,800.00	16.50	1,650.00	15.50	1550.00
8,748	SF	4" Curbface Walk (6")	1.80	15,746.40	1.70	14,871.60	1.75	15,309.00	1.60	13,996.80	1.85	16,183.80
396	Ton	Backfill For Seed	7.00	2,772.00	2.50	990.00	6.00	2,376.00	5.00	1,980.00	3.30	1,306.80
1,296	SY	Seed + Fertilizer	.70	907.20	.50	648.00	.40	518.40	.35	453.60	.35	453.60
55	Ton	Type "O" Compacted Agg.	10.00	550.00	5.75	316.25	7.50	412.50	7.50	412.50	7.70	423.50
6	EA.	Remove + Replace C.B.	1100.00	6,600.00	900.00	5400.00	1200.00	7,200.00	900.00	5400.00	1,000.00	6,000.00
12	EA.	Install 12' Pedestal Pole	37.50	450.00	34.00	408.00	62.65	751.80	60.00	720.00	61.00	732.00
12	EA	Install TC100R Luminaire Lamp	29.00	348.00	27.50	330.00	28.10	337.20	35.00	420.00	27.00	324.00
1360	LF	Trench in Earth 20" Deep	1.15	1,564.00	1.00	1,360.00	1.20	1,632.00	1.80	2448.00	1.25	1,700.00
12	EA	Install 1.5'x1.5'x4.0' Concrete Foundation w/Anchor Bolts + Ground Rod	165.00	1,980.00	190.00	2,280.00	167.40	2,008.80	250.00	3,000.00	163.00	1,956.00
1,550	LF	Install 2/c and/or 1/c #4 Alum. Wire in Trench or Conduit	.45	697.50	.30	465.00	.40	620.00	.45	697.50	.40	620.00
1360	LF	Install 1" P.V.C. Tubing in Trench	.75	1,020.00	.40	544.00	1.25	1,700.00	1.00	1,360.00	1.30	1,768.00
1	EA	Install 10' Riser Section	35.00	35.00	38.00	38.00	27.00	27.00	45.00	45.00	29.00	29.00
		Sub Total		68,038.95		55,780.00		65,410.15		57,397.35		58,576.35
		Alternate Bid										
1000	LF	Curb Removal	1.50	1,500.00	1.00	1,000.00	1.50	1,500.00	1.00	1,000.00	1.00	1,000.00
1000	LF	Type III Curb	9.00	9,000.00	5.50	5,500.00	9.00	9,000.00	6.00	6000.00	6.00	6,000.00
2	EA	Remove + Replace C.B.	1,100.00	2,200.00	1000.00	2,000.00	1200.00	2400.00	900.00	1800.00	000.00	2000.00
		Alternate Bid Total		12,700.00		8,500.00		12,900.00		8,800.00		9,000.00
		Total Bid		80,738.95		64,280.00		78,310.15		66,197.35		67,576.35
						①		⑥		②		③

MATERIAL	Gateway Const Co. UNIT BID	TOTAL BID	Rieth-Riley Const. Co. Inc. UNIT BID	TOTAL BID	Brooks Const Co Inc. UNIT BID	TOTAL BID	N.G. Gilbert Corp. UNIT BID	TOTAL BID
Concrete Removal	2.00	4,372.00	3.20	6995.20	3.67	8,022.62	3.10	6,776.60
Curb Removal	1.00	2,317.00	1.45	3359.65	1.94	4,494.98	2.65	6,140.05
Type III Curb	6.00	4,098.00	7.50	5,122.50	9.53	6508.99	14.18	9684.94
4" Walk	1.30	11,091.60	1.60	13,651.20	1.43	12,200.76	2.64	22,524.48
Wingwalk w/ Ramps	2.00	810.00	2.80	1,134.00	4.72	1,911.60	4.15	1680.75
8" Concrete Drive	17.00	1,700.00	25.00	2,500.00	21.10	2,110.00	33.71	3371.00
6" Concrete Drive	15.00	1,500.00	20.00	2,000.00	18.22	1,822.00	29.82	2,982.00
4" Curbface Walk (6")	2.00	17,496.00	1.90	16,621.20	1.83	16,008.84	3.55	31,055.40
Backfill For Seed	2.00	792.00	3.00	1,188.00	6.75	2,673.00	28.00	11,088.00
Seed + Fertilizer	.50	648.00	.50	648.00	.89	1,153.44	1.50	1,944.00
Type "O" Compacted Agg.	10.00	550.00	8.00	440.00	8.15	448.25	15.75	866.25
Remove + Replace C.B.	1000.00	6,000.00	1200.00	7,200.00	1,190.00	7,140.00	110.00	660.00
Install 12' Pedestal Pole	60.00	720.00	31.00	372.00	61.00	732.00	39.00	468.00
Install TC100R Luminaire Lamp	35.00	420.00	24.50	294.00	27.50	330.00	27.00	324.00
Trench in Earth 20" Deep	1.20	1632.00	1.25	1,700.00	1.15	1,564.00	1.10	1,496.00
Install 1.5'x1.5'x4.0' Concrete Foundation w/Anchor Bolts + Ground Rod	70.00	840.00	100.00	1,200.00	165.00	1,980.00	190.00	2280.00
Install 2/c and/or 1/c #4 Alum. Wire in Trench or Conduit	.50	775.00	.40	620.00	.38	589.00	.45	697.50
Install 1" P.V.C. Tubing in Trench	5.00	6,800.00	.60	816.00	1.20	1,632.00	.55	748.00
Install 10' Riser Section	28.00	28.00	125.00	125.00	27.00	27.00	48.03	48.03
Sub Total		62,589.60		65,986.25		71,348.48		104,835.00
Alternate Bid								
Curb Removal	1.10	1,100.00	1.45	1,450.00	1.94	1,940.00	1.81	1810.00
Type III Curb	5.00	5,000.00	7.50	7,500.00	9.53	9,530.00	14.18	14,180.00
Remove + Replace C.B.	900.00	1,800.00	1200.00	2400.00	1190.00	2380.00	100.00	200.00
Alternate Bid Total		7,900.00		11,350.00		13,850.00		16,190.00
Total Bid		70,489.60		77,336.25		85,198.48		121,025.00
		④		⑤		⑦		⑧

TITLE OF ORDINANCE STREET IMPROVEMENT RES. 5903-81, CONSTRUCTING CURBS AND SIDEWALKS FOR THE NORTHWEST CENTRAL NEIGHBORHOOD, PHASE V.

D-81-07-19

DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS

SYNOPSIS OF ORDINANCE CURB AND SIDEWALK IMPROVEMENT RESOLUTION 5903-81 FOR THE NORTHWEST CENTRAL NEIGHBORHOOD, PHASE V, ALSO KNOWN AS: (1) SECOND STREET - THE NORTH AND SOUTH SIDES FROM CLARK ON THE WEST TO ALLEY WEST OF WELLS STREET. (2) HIGH STREET - THE NORTH AND SOUTH SIDES FROM BARTHOLD ON THE WEST TO ALLEY WEST OF WELLS STREET. ALSO, BY INSTALLING UNDERGROUND ORNAMENTAL STREET LIGHTING SYSTEM ON THE SOUTH SIDE OF HIGH STREET FROM BARTHOLD ON THE WEST TO THE ALLEY WEST OF WELLS STREET. HIPSKIND CONCRETE CORPORATION AWARDED CONTRACT PRIOR APPROVAL ACQUIRED AND ATTACHED.

EFFECT OF PASSAGE NEW CURBS AND SIDEWALKS AND ALSO, UNDERGROUND STREET LIGHTING.

EFFECT OF NON-PASSAGE THE ABOVE DESCRIBED CANNOT BE COMPLETED.

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) $55,780.00 TO BE PAID FOR BY COMMUNITY DEVELOPMENT & PLANNING.

ASSIGNED TO COMMITTEE

sa